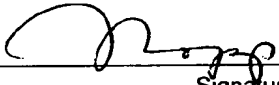# SINGLE ASSIGNEE
CASE SPECIFIC POWER OF ATTORNEY

POWER OF ATTORNEY and **CORRESPONDENCE ADDRESS INDICATION FORM** and **STATEMENT UNDER 37 CFR 3.73(b)**		
	Application Number	09/888.316
	Filing Date	June 22, 2001
	First Named Inventor	Thomas R. VOLPERT
	Title: SYSTEM AND METHOD FOR DATA ENCRYPTION	
	Attorney Docket Number: 290147US8	

I hereby appoint:

■ Practitioners associated with the Customer Number

22850

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please recognize or change the correspondence address for the above-identified application to:

■ The address associated with the above-mentioned Customer Number.

I am the:

■ Assignee of record of the entire interest. See 37 CFR 3.71.

Uponus Technologies, L.L.C. , a Limited Liability Corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, government agency, etc.)

■ States that it is the assignee of the entire right, title, and interest. A copy of the assignment is attached.

SIGNATURE OF ASSIGNEE OF RECORD

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

_____ 4/25/06
Signature Date

Lawrence Tropp 847-256-7532
Printed or Typed Name Telephone Number

President/CEO
Title

THIS FORM CAN ONLY BE SIGNED WHERE THERE IS ONLY A SINGLE ASSIGNEE

OBLON, SPIVAK McCLELLAND, MAIER & NEUSTADT, P.C. [10/2004]

ASSIGNMENT AGREEMENT
(2004 Assignment by Thomas R. Volpert, Jr.)

This Assignment Agreement ("Agreement") is entered into effective as of August _10_, _th_ 2004, by and between Digibyte Corporation, an Illinois corporation ("Digibyte"), and Thomas R. Volpert, Jr. ("Inventor").

WHEREAS, in connection with the organization of Digibyte, Inventor contributed certain intellectual property rights relating to compression and encryption technologies to Digibyte in exchange for equity in Digibyte;

WHEREAS, pursuant to a certain Assignment Agreement, effective March 1, 2000, Inventor contributed to Digibyte any rights that he may have then held relating to the intellectual property rights described therein in exchange for equity in Digibyte;

WHEREAS, Inventor is the controlling shareholder of Digibyte; and

WHEREAS, in order to avoid any confusion regarding the ownership of intellectual property rights by Digibyte, Inventor desires to effect the complete transfer to Digibyte of any interest that Inventor may have retained relating to any intellectual property right described herein, it being the intent of the parties that following the date of this Assignment Agreement, Digibyte shall be the sole and exclusive owner of all intellectual property rights of the type described herein;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Digibyte and Inventor agree as follows:

Section 1. Assignment.

1.1 Inventor hereby assigns, transfers, and conveys to Digibyte exclusively throughout the world all of its right, title and interest (choate or inchoate) in and to any and all of the following the technologies, procedures, processes, designs, inventions, discoveries, know-how and works of authorship, and documentation thereof, in, to or for the technology and trademarks listed and described in *Exhibit A*, attached hereto, as well as any updates, upgrades, enhancements, improvements, derivatives, revisions, error corrections, new versions, and follow-on versions thereto (collectively the "Technology"), all precursors, portions and work in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, support or maintenance thereof, and all copyrights, patent rights, trade secret rights, trademark rights, mask works rights, and all other intellectual and industrial property rights of any sort and all business, contract rights, causes of action, and goodwill in, incorporated or embodied in, used to develop, or related to any of the foregoing (collectively "Intellectual Property Rights").

Section 2. Further Assurances; Moral Rights; Competition; Marketing.

2.1 Inventor agrees to assist Digibyte in every legal way to evidence, record and perfect the Section 1 assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Digibyte is unable for any reason whatsoever to secure Inventor's signature to any document it is entitled to under this Section 2.1, Inventor hereby irrevocably designates and appoints Digibyte and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Inventor to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Inventor.

2.2 To the extent allowed by law, Section 1 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral" or the like (collectively "Moral Rights"). To the extent Inventor retains any such Moral Rights under applicable law, Inventor hereby ratifies and consents to, and shall provide all necessary ratifications and consents to, any action with respect to such Moral Rights that may be taken by or authorized by Digibyte; Inventor agrees not to assert any Moral Rights with respect thereto. Inventor will confirm any such ratifications, consents and agreements from time to time as requested by Digibyte; provided that all out-of-pocket expenses to be incurred by Inventor shall be advanced by Digibyte.

Section 3. Confidential Information. Inventor agrees not to use or disclose anything assigned to Digibyte hereunder or any other technical or business information or plans of Digibyte, except to the extent Inventor can document that it is generally available (through no fault of Inventor) for use and disclosure by the public without any charge, license or restriction. Inventor recognizes and agrees that there is no adequate remedy at law for a breach of this Section 3, that such a breach would irreparably harm Digibyte and that, in addition to any other remedies available at law, Digibyte is entitled to equitable relief, including immediate injunctive relief without bond and without the necessity of showing actual monetary damages with respect to any such breach or threatened breach.

Section 4. Warranty.

4.1 Inventor represents and warrants to Digibyte that Inventor: (i) was and is the sole owner (other than Digibyte) of all rights, title and interest in the Intellectual Property, (ii) has not assigned, transferred, licensed, pledged or otherwise encumbered any Intellectual Property or agreed to do so, (iii) has full power and authority to enter into this Agreement and to make the assignment as provided in Section 1, (iv) is not aware of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) by the Intellectual Property, (v) was not acting within the scope of employment or other engagement by any third party when conceiving, creating or otherwise performing any activity with respect to anything purportedly assigned in Section 1, and (vi) is not aware of any questions or challenges with respect to the

patentability or validity of any claims of any existing patents or patent applications relating to the Intellectual Property.

Section 5. Miscellaneous.

5.1 This Agreement is not assignable or transferable by Inventor without the prior written consent of Digibyte; any attempt to do so shall be void. Digibyte (and its successive assignees or transferees hereunder) may assign or transfer this Agreement, in whole or in part, without consent of Inventor, and this Agreement will be binding upon Inventor and inure to the benefit of Digibyte and its successors and assigns.

5.2 Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set below (or such other address as a party may designate by ten (10) days notice).

5.3 No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder.

5.4 If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

5.5 This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Illinois and the United States without regard to conflicts of laws provisions thereof. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees.

5.6 The terms of this Agreement are confidential to Digibyte and no press release or other written or oral disclosure of any nature regarding the compensation terms of this Agreement shall be made by Inventor without Digibyte's prior written approval; however, approval for such disclosure shall be deemed given to the extent such disclosure is required to comply with law.
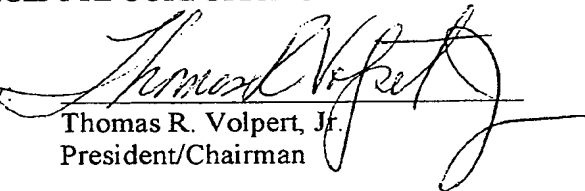
5.7 Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

DIGIBYTE CORPORATION

By: Thomas R. Volpert, Jr.
President/Chairman

Digibyte Corporation
c/oThomas R. Volpert, Jr.
5324 N. Linder
Chicago, IL 60630

INVENTOR

Thomas R. Volpert, Jr.

Thomas R. Volpert, Jr.
5324 N. Linder
Chicago, IL 60630

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ALL VERSIONS AND DERIVATIVES OF:

- WAKit, including: Clean Color, Photoshop plug-in, etc.
- SASE
- Published U.S. Patent Application No. **2003-0016820**
- CLOAK
- TLC
- Predictor
- Wall Breaker
- Trademark:

Word Mark	**UPONUS**
Goods and Services	IC 042. US 100 101. G & S: COMPUTER SOFTWARE DESIGN FOR OTHERS. FIRST USE: 19990400. FIRST USE IN COMMERCE: 19990400
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	76276414
Filing Date	June 25, 2001
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	June 25, 2002
Registration Number	2620729
Registration Date	September 17, 2002
Owner	(REGISTRANT) Volpert, Thomas R., Jr. INDIVIDUAL UNITED STATES 5324 N. Linder Chicago ILLINOIS 60630
Attorney of Record	Timothy T. Patula
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is entered into as of September 2, 2004, by and between Uponus Technologies, LLC, an Illinois limited liability company ("Uponus"), Digibyte Corporation, an Illinois corporation ("Digibyte"), and Thomas R. Volpert, Jr. ("Inventor").

WHEREAS, Digibyte is the owner of certain intellectual property rights relating to, among other things, data compression, encryption, communication, and digital rights management technologies and software; and

WHEREAS, Inventor has previously assigned all his rights to the intellectual property which is the subject matter of this Agreement to Digibyte;

NOW, THEREFORE, in consideration of the mutual covenants and promises in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Uponus, Digibyte, and Inventor agree as follows:

Section 1. <u>Assignment</u>.

1.1 Digibyte hereby assigns, transfers, and conveys to Uponus exclusively throughout the world all of its right, title and interest (choate or inchoate) in and to any and all of the following (collectively "Intellectual Property"):

(a) the technologies, procedures, processes, designs, inventions, discoveries, know-how and works of authorship, and documentation thereof, in, to or for the technology listed and described in *Exhibit A*, attached hereto, as well as any updates, upgrades, enhancements, improvements, derivatives, revisions, error corrections, new versions, and follow-on versions thereto (collectively the "Technology"), all precursors, portions and work in progress with respect thereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, support or maintenance thereof, and all copyrights, patent rights, trade secret rights, trademark rights, mask works rights, and all other intellectual and industrial property rights of any sort and all business, contract rights, causes of action, and goodwill in, incorporated or embodied in, used to develop, or related to any of the foregoing;

(b) patents, patent applications, patent disclosures and inventions;

(c) trademarks, service marks, trade dress, trade names, logos and corporate names (other than the name "Digibyte") and registrations and applications for registration thereof together with all of the goodwill associated therewith, including without limitation all rights to the trademark "Uponus";

(d) copyrights (registered or unregistered) and copyrightable works and registrations and applications for registration thereof;

(e) mask works and registrations and applications for registration thereof;

(f) computer software, data, data bases and documentation thereof; and

(g) trade secrets and other confidential information (including, without limitation, tangible and intangible proprietary information, ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), processes, know-how, manufacturing and production processes and techniques, research and development information, drawings, schematics, specifications, designs, plans, proposals, technical data, technology, and copyrightable works).

Section 2. <u>Consideration</u>. As consideration for the foregoing assignment, Uponus agrees to issue to Digibyte Common Units of Uponus on the date of this Agreement pursuant to the provisions of a Contribution Agreement of even date herewith between Uponus and Digibyte. Such units shall be the only consideration required of Uponus with respect to the subject matter of this Agreement.

Section 3. <u>Further Assurances; Moral Rights; Competition; Marketing</u>.

3.1   Each of Digibyte and Inventor agrees to assist Uponus in every legal way to evidence, record and perfect the Section 1 assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Uponus is unable for any reason whatsoever to secure Digibyte's or Inventor's signature to any document it is entitled to under this Section 3.1, each of Digibyte and Inventor hereby irrevocably designates and appoints Uponus and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Digibyte or Inventor, as applicable, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Digibyte or Inventor.

3.2   To the extent allowed by law, Section 1 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral" or the like (collectively "Moral Rights"). To the extent Digibyte or Inventor retains any such Moral Rights under applicable law, Digibyte and Inventor hereby ratify and consent to, and provide all necessary ratifications and consents to, any action with respect to such Moral Rights that may be taken by or authorized by Uponus; each of Digibyte and Inventor agrees not to assert any Moral Rights with respect thereto. Digibyte and Inventor will confirm any such ratifications, consents and agreements from time to time as requested by Uponus; provided that all out-of-pocket expenses to be incurred by Digibyte or Inventor shall be advanced by Uponus.

Section 4. <u>Confidential Information</u>. Digibyte and the Inventor agree not to use or disclose anything assigned to Uponus hereunder or any other technical or business information or plans of Uponus, except to the extent Digibyte can document that it is generally available (through no fault of Digibyte) for use and disclosure by the public without any charge, license or

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restriction. Each of Digibyte and Inventor recognizes and agrees that there is no adequate remedy at law for a breach of this Section 4, that such a breach would irreparably harm Uponus and that, in addition to any other remedies available at law, Uponus is entitled to equitable relief, including immediate injunctive relief without bond and without the necessity of showing actual monetary damages with respect to any such breach or threatened breach.

Section 5. Warranty.

5.1 Digibyte represents and warrants to Uponus that Digibyte: (i) was and is the sole owner (other than Uponus) of all rights, title and interest in the Intellectual Property other than rights of the Inventor which have been assigned to Digibyte, (ii) has not assigned, transferred, licensed, pledged or otherwise encumbered any Intellectual Property or agreed to do so, (iii) has full power and authority to enter into this Agreement and to make the assignment as provided in Section 1, (iv) is not aware of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) by the Intellectual Property, (v) was not acting within the scope of employment or other engagement by any third party when conceiving, creating or otherwise performing any activity with respect to anything purportedly assigned in Section 1, and (vi) is not aware of any questions or challenges with respect to the patentability or validity of any claims of any existing patents or patent applications relating to the Intellectual Property.

5.2 Inventor represents and warrants to Uponus that, on or prior to the date hereof, Inventor assigned to Digibyte all his right, title and interest (choate or inchoate) in and to the Intellectual Property.

Section 6. Miscellaneous.

6.1 This Agreement is not assignable or transferable by Digibyte or Inventor without the prior written consent of Uponus; any attempt to do so shall be void. Uponus (and its successive assignees or transferees hereunder) may assign or transfer this Agreement, in whole or in part, without consent of Digibyte or Inventor, and this Agreement will be binding upon Digibyte and Inventor and inure to the benefit of Uponus and its successors and assigns.

6.2 Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set below (or such other address as a party may designate by ten (10) days notice).

6.3 No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder.

6.4 If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or

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eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

6.5 This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Illinois and the United States without regard to conflicts of laws provisions thereof. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees.
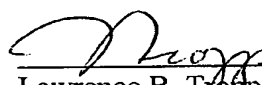
6.6 The terms of this Agreement are confidential to Uponus and no press release or other written or oral disclosure of any nature regarding the compensation terms of this Agreement shall be made by Digibyte without Uponus's prior written approval; however, approval for such disclosure shall be deemed given to the extent such disclosure is required to comply with law.

6.7 Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.
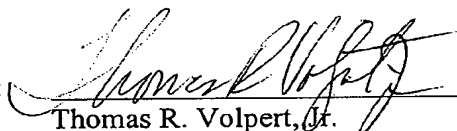
[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

UPONUS TECHNOLOGIES, LLC

By: _____
Lawrence B. Tropp
President/CEO

Uponus Technologies, LLC
3223 Lake Avenue, Suite 15C#310
Wilmette, IL 60091
Attn: Lawrence B. Tropp

DIGIBYTE CORPORATION

By: _____
Thomas R. Volpert, Jr.
President/Chairman

Digibyte Corporation
c/oThomas R. Volpert, Jr.
5324 N. Linder
Chicago, IL 60630

INVENTOR

_____
Thomas R. Volpert, Jr.

Thomas R. Volpert, Jr.
5324 N. Linder
Chicago, IL 60630

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EXHIBIT A
TO
ASSIGNMENT AGREEMENT

ALL VERSIONS AND DERIVATIVES OF:

- WAKit, including: Clean Color, Photoshop plug-in, etc.
- SASE
- Published U.S. Patent Application No. **2003-0016820**
- CLOAK
- TLC
- Predictor
- Wall Breaker
- Trademark:

Word Mark	**UPONUS**
Goods and Services	IC 042. US 100 101. G & S: COMPUTER SOFTWARE DESIGN FOR OTHERS. FIRST USE: 19990400. FIRST USE IN COMMERCE: 19990400
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	76276414
Filing Date	June 25, 2001
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	June 25, 2002
Registration Number	2620729
Registration Date	September 17, 2002
Owner	(REGISTRANT) Volpert, Thomas R., Jr. INDIVIDUAL UNITED STATES 5324 N. Linder Chicago ILLINOIS 60630
Attorney of Record	Timothy T. Patula
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE